



PORT SHELTON TOWNSHIP

16201 Port Sheldon Street, West Olive, MI 49460

Telephone 616-399-6121 Fax 616-399-7173

www.portsheldontwp.org | info@portsheldontwp.org

BOARD MEETING

AGENDA

Wednesday – March 12th, 2025

5:30 P.M.

1. Call to order
2. Roll Call
3. Pledge of allegiance
4. Invocation
5. Additions to Agenda
6. Approval of Agenda
7. Consent Agenda Approval
 - a. Approve Minutes- Regular meeting, February 12, 2025* & Budget Workshop, February 18, 2025*
 - b. Approve Financial Report
 - c. Approve Correspondence*
 - d. Approve Committee Reports
 - e. Approve payment of Bills
8. Budget Public Hearing
9. Consider – Resolution General Appropriations Act (Budget) for 2025-2026 fiscal year
10. Consider – Resolution setting Board of Trustees 2025-2026 Meeting Dates*
11. Consider – Budget Amendment – Legal
12. Presentation – Great Lakes Coalition Shoreline Erosion
13. Consider – Great Lakes Coalition Shoreline Erosion Resolution Request*
14. Consider – Letter of Support for County Broadband Initiative*
15. Consider – Siegfried/Crandall Engagement Letter*
16. Discuss – Additional Camera coverage- Trash Site/Park*
17. Discuss – Split Rail Fence Quotes/Twp. Park*
18. Consider – Landscaping Contractor Bids
19. Additions to Agenda
20. Public Comment
21. Adjourn

*** Information included in packet**

Next Meeting – April 9th, 2025

**Minutes of a Regular Meeting of the
Port Sheldon Township Board
February 12, 2025 – 5:30 P.M.**

1. Call to order
2. Roll Call
Present: Michael Sabatino, Meredith Hemmeke, Rachel Frantom, Bill Monhollon, and Luke DeVries.
Absent: None
Also present: Attorney Ron Bultje, Fire Chief Brad Dirkse, and 8 residents and/or guests.
3. Pledge of allegiance.
4. Invocation
Luke DeVries offered the invocation.
5. Additions to Agenda:
 - None
6. Approval of Agenda.
Motion by Monhollon to approve the agenda. Supported by DeVries and carried.
7. Consent Agenda Approval
 - a. Approve Minutes- January 8, 2025 Regular Meeting.
February 5, 2025 Joint Planning Commission/Board of Trustees Workshop
 - b. Approve Financial Report
 - c. Approve Correspondence:
 - Inquiry about Solar Panels
 - Georgetown Resident, letter to board on the JH Campbell Plant closure
 - d. Approve Committee Reports
 - Building – Seven permits issued with no new house start.
 - Fire Department – Thirty-six calls and two meetings.
 - Wage and Compensation Committee- Letter
 - e. Approve payment of Bills
Motion by Frantom to approve the consent agenda. Supported by DeVries and carried.
8. Supervisor Report- General Updates
Updates given on meetings with McKenna leadership to review scope of work and adherence to contracted deliverables, findings on flooring for hall, update on Wyoming Water Main transmission line construction, meetings with Max and Harbor Transit about available public transit service options for residents, the Trash Services Committee had their initial meeting, and the newly re-formed parks and recreation committee will have their meeting soon.
9. Salary Resolutions
The 2025 COLA rate of 2.5%, the wage and compensation committee recommendations and rate of inflation were discussed.
Motion by Hemmeke to adopt resolution 2025-03 increasing the Supervisor's wage by 2.5% for the 2025-2026 fiscal year. Supported by Frantom and carried with five yes roll call votes. Ayes: Hemmeke, Frantom, Monhollon, Sabatino and DeVries. Nays: None.
Motion by Frantom to adopt resolution 2025-04 increasing the Trustees' wage by 2.5% for the 2025-2026 fiscal year. Supported by Hemmeke and carried with five yes roll call votes. Ayes: Hemmeke, Frantom, Monhollon, Sabatino and DeVries. Nays: None.
Motion by Hemmeke to adopt resolution 2025-05 increasing the Treasurer's wage by 2.5% for the

2025-2026 fiscal year. Supported by DeVries and carried with five yes roll call votes. Ayes: Hemmeke, Frantom, Monhollon, Sabatino and DeVries. Nays: None.

Motion by Sabatino to adopt resolution 2025-06 increasing the Clerk's wage by 2.5% for the 2025-2026 fiscal year. Supported by Monhollon and carried with five yes roll call votes. Ayes: Hemmeke, Frantom, Monhollon, Sabatino, and DeVries. Nays: None.

Motion by Frantom to approve the 2025 township office and custodial employee's merit-based wage increase of up to 5%. Supported by DeVries and carried with five yes roll call votes. Ayes: Hemmeke, Frantom, Monhollon, Sabatino, and DeVries. Nays: None.

10. Set Budget Workshop and Budget Public Hearing Dates

Motion by Frantom to set the Budget Workshop for February 18, 2025 at noon and the Budget Public Hearing for March 12, 2025 at 5:30 p.m. during the scheduled board meeting. Supported by Hemmeke and carried.

11. Consider – Kouw Park Gate Repair Estimate (January Vehicular Accident Damage)

The supervisor mentioned that we should receive reimbursement from the insurance carrier of the vehicle that damaged the gate.

Motion by DeVries to approve quote #012025BC-10 from American Fence Erectors and authorize supervisor to sign. Supported by Frantom and carried with five yes roll call votes. Ayes: Frantom, Hemmeke, Sabatino, Monhollon and DeVries. Nays: None.

12. Consider- Planning Commission Recommendation Recreation Vehicle Parking.

Motion by Monhollon to accept the Planning Commission's recommendation and adopt Ordinance Z2025-01 Storage of recreational vehicles and equipment ordinance. Supported by DeVries and carried with five yes roll call votes. Ayes: Hemmeke, DeVries, Frantom, Monhollon and Sabatino. Nays: None.

13. Consider- Planning Commission Recommendation Agri-Tourism SLU.

Motion by DeVries to accept the Planning Commission's recommendation and adopt the final draft of Ordinance Z2025-02 Agri-Tourism SLU Ordinance. Supported by Hemmeke and carried with five yes roll call votes. Ayes: Hemmeke, DeVries, Frantom, Monhollon and Sabatino. Nays: None.

14. Consider-Ottawa County Drain Easement request-Sheldon Dunes.

Motion by Hemmeke to approve the drain easement request and authorize the supervisor to sign the Sheldon Dunes drain easement request from Ottawa County. Supported by Frantom and carried with five yes roll call votes. Ayes: Frantom, DeVries, Sabatino, Monhollon, and Hemmeke. Nays: None.

15. Consider- Ron Wood Easement Request- 70-11-21-193-001.

The representative of the applicant inquired about the possibility of purchasing the parcel in lieu of the easement.

Motion by Frantom to entertain a possible purchase by applicant with justification for the offered price of parcel #70-11-21-193-001 from the township. Supported by DeVries and carried.

16. Discuss- Clerk Early Vote update.

The clerk presented the information on the 2026 Early Vote, due to the county deciding that they would no longer run our townships early vote in the future, stating that she would like the board to consider that the township conduct the nine early days of voting for our residents at our voting site. She discussed the increased cost, benefits for our residents and the constitutional amendment that brought about the early vote requirement.

17. Consider- State Earned Sick Time Act Policy compliance.

The clerk discussed that we as a township must comply with this new law going into effect on February 21, 2025.

Motion by Hemmeke to approve the ESTA draft policy subject to revisions by our attorney per review of and/or subject to revisions per amendments to the laws. Supported by DeVries and carried.

18. Consider-McKenna Addendum

In light of the supervisor's meetings with McKenna, stated in the update, no action taken on this item.

19. Consider-Budget Amendment- Building/Zoning Consultants.

Motion by Monhollon to amend and increase the Building/Zoning Consultant Budget expenditure by 140,000.00. Supported by DeVries and carried with five yes roll call votes. Ayes: Frantom, Hemmeke, Sabatino, DeVries, and Monhollon. Nays: None

20. Additions to Agenda

None

21. Public Comment.

Public comment was given by two residents, discussing master plan open house, early vote and the cemetery.

22. Adjourn

Motion by DeVries to adjourn. Supported by Monhollon and carried.

The meeting adjourned at 6:34 pm.

Meredith Hemmeke, Clerk

**Minutes of a Special Budget Work Session of the
Port Sheldon Township Board
February 18, 2025 – 12:00 P.M.**

1. Roll Call

Present: Meredith Hemmeke, Rachel Frantom, Bill Monhollon, Michael Sabatino and Luke DeVries

Absent: None

The budget report was discussed in detail, allowing questions for each line item and cost center.

2. **Motion** by Monhollon to increase the Assessor's wage by 3.1% effective April 1, 2025 and accept the assessor's contract. Supported by Frantom and carried with five yes roll call votes. Ayes: Hemmeke, Frantom, Monhollon, Sabatino, and DeVries. Nays: None
3. **Motion** by Frantom to increase the Sexton's annual salary to \$2400.00 effective April 1, 2025. Supported by DeVries and carried with five yes roll call votes. Ayes: Hemmeke, Frantom, Monhollon, Sabatino, and DeVries. Nays: None
4. **Motion** by Frantom to accept Fire Chief's Salary increase recommendations for the Fire Department payroll, based on document provided, effective April 1, 2025. Supported by Hemmeke and carried with five yes roll call votes. Ayes: Hemmeke, Frantom, Monhollon, Sabatino and DeVries. Nays: None
5. Adjourned
Motion by Monhollon to adjourn. Supported by DeVries and carried.

The meeting adjourned at 1:51 p.m.

Meredith Hemmeke, Clerk

From: [Joseph McCarter](#)
To: [joseph.mccarter](#)
Subject: An Important Week for the "Save The Campbell" Effort / A Special Request To County, Township and City Board Members
Date: Saturday, February 15, 2025 3:30:59 PM

Caution! This email is from an external address and contains a link. Use caution when following links as they could open malicious web sites.

Dear Board Member:

We are thankful to the many political leaders and to God for the way things are coming together in the "Save The Campbell" effort. This week especially brought important developments:

- Georgetown Township and Grand Haven Township boards passed resolutions to delay the closure of the Campbell. They joined Jamestown, Blendon, Zeeland Township, Polkton, and Chester Townships. These municipalities are geographically spread out across Ottawa County, including both suburban and rural areas, as well as the County's largest municipality. The board votes were unanimous or near unanimous. There is good reason to believe more boards will join in. They reflect how an overwhelming majority of County citizens want closure delay.
- Most local political leaders representing Ottawa County in Lansing and Washington are now on board with Campbell closure delay (representatives Meerman, Victory, Huizenga, etc.)
- The Ottawa County Board's Planning & Policy Committee had the Campbell issue on this week's agenda. I recommend people listen to the Board's excellent questions of Consumers Energy (see <https://savethecampbell.com/we-are-thankful-the-county-board-is-deliberating-the-campbell-issue-and-asking-good-questions-of-consumers-energy/>), which Consumers Energy representatives were flat-footed in answering. The Consumers Energy plan ignores the warnings and recommendations of the two preeminent experts of our regional grid: grid operator MISO and the North American Electric Reliability Corporation. It seems the County Board will place this issue on the regular Board agenda of 2/25/2025, and hopefully pass a resolution requesting closure delay.
- These developments received helpful public attention via local news outlets like Holland Sentinel, Mlive, etc. For example, see <https://www.hollandsentinel.com/story/news/politics/2025/02/12/pleas-to-save-the-campbell-continue-from-ottawa-county-board/78413591007/> and <https://www.mlive.com/news/grand-rapids/2025/02/ottawa-county-leaders-question-upcoming-closure-of-coal-fired-power-plant.html&subscribed=auth0%7C65cd871699687a8454f919ae>.
- The Trump Administration established a new National Energy Council to execute its national energy emergency plan, which includes delaying the closure of coal plants and producing new electric generating capacity to fuel AI data computing centers for the new economy.

We are now coming to a point when important decisions need to be made by Ottawa County regarding our County's electric energy direction and future, and it is important that the political leaders of our townships and cities- along with the County overall- are at the forefront

of that decision-making. The fact that three cities in the County have municipalized electric (Zeeland, Holland, and Grand Haven), and that so many townships without municipalized electric weighed in with a Campbell resolution, reflect the fact that you see the need for township/city voice on this topic. The Michigan Constitution gives local municipalities the power of that voice and decision, to the extent they choose to avail of it. It even gives the County an ability to decide whether Consumers Energy does business in the County long-term.

I have proposed a draft plan of action at <https://savethecampbell.com/steps-in-the-plan-to-save-the-campbell/> for discussion purposes that is fully consistent with the Trump Administration's national energy emergency program. I would appreciate your feedback and discussion, as we need to pursue a course that is realistic practically and politically. The fact that Consumers Energy has us on an unrealistic energy plan that endangers our grid, and that its residential customers pay 58% more for electric than Zeeland residents on municipalized electric, while its executives and other investors are handsomely rewarded, should be a wake-up call to all of us that significant changes are needed.

Thanks so much for your consideration of this important topic!

Sincerely,

Joseph Parnell McCarter
Volunteer and leader, SaveTheCampbell.com
Georgetown Township, MI

Meeting Resolution
2025-09

RESOLVED: That the Township of Port Sheldon does hereby establish that there will be one (1) regular monthly meeting, held by the Township Board as follows:

1. All regular meetings will be held at the Port Sheldon Township Hall, 16201 Port Sheldon Street, West Olive, Michigan.
2. Meetings will be held on the 2nd Wednesday of each month and will commence promptly at 5:30 p.m.
3. Dates of the meetings mentioned in paragraph two above will be as follows:

April 9, 2025

May 14, 2025

June 11, 2024

July 9, 2025

August 13, 2025

September 10, 2025

October 8, 2025

November 12, 2025

December 10, 2025

January 14, 2026

February 11, 2026

March 11, 2026

4. Special meetings will be called and held at the discretion of the Port Sheldon Township Board with due and proper notice of such special meetings.

The above resolution was adopted at a Regular Meeting of the Port Sheldon Township Board held on Wednesday, March 12, 2025.

Meredith Hemmeke
Port Sheldon Township Clerk

RESOLUTION 2025-10

WHEREAS recent water levels on Lake Michigan reached their highest since 1986, among the highest on record; and

WHEREAS, the impacts of humanmade structures and fluctuating water levels are expected to result in high water levels in the future; and

WHEREAS, Port Sheldon Township experienced severe erosion problems and damage to public infrastructure; and

WHEREAS, the township has been approached by the Great Lakes Coalition to be part of an effort to initiate state actions to promote beach resilience and environmental protection of the shoreline; and

WHEREAS, the township recognizes the opportunity to attract federal funds to Michigan to augment the funding of beach restoration and ongoing beach resilience;

NOW, THEREFORE, BE IT RESOLVED, that Port Sheldon Township endorses the efforts of the Great Lakes Coalition; and

FURTHER BE IT RESOLVED, Port Sheldon Township asks its Lansing delegation to lead an effort to create a state strategy that would allow for cost-effective sand extraction and deposit in order to build beach resilience, protection of public infrastructure, and protection of the natural environment.

The above resolution was adopted at a Regular Meeting of the Port Sheldon Township Board held on Wednesday, March 12, 2025.

Meredith Hemmeke
Port Sheldon Township Clerk

3/12/25

Mr. Paul Sachs, Director
Ottawa County Department of Strategic Impact
12220 Fillmore Street, Room 260
West Olive, Michigan 49460

Dear Mr. Sachs,

I am writing to formally express [Port Sheldon Township's](#) support of 123NET and Ottawa County's joint application for the State of Michigan's Broadband Equity, Access, and Deployment ([BEAD](#)) grant. A follow-up grant opportunity to Ottawa County's previously awarded ROBIN grant, BEAD will help further the County's fiber infrastructure expansion project.

Our [rural](#) area is growing. People are drawn to our corner of Ottawa County because our residents enjoy the best of both worlds – rural character and easy access to world-class amenities, employment opportunities and recreational activities.

However, broadband connectivity is one of the largest issues we face. Without reliable access to high-speed internet, our residents and businesses are left behind – they cannot participate in modern activities like remote work, virtual learning and telehealth. Our [residents](#), small businesses, and educational institutions also need access to fiber infrastructure to operate efficiently, effectively and stay competitive. Broadband connectivity is crucial for [Port Sheldon Township's](#) continued future success.

The long-term benefits of increased connectivity, and this County-facilitated broadband project specifically, are undeniable and will be felt across sectors including economic development, healthcare, and education. Additionally, 123NET's carrier-neutral infrastructure will benefit our citizens by encouraging competition, ensuring a choice in providers and competitive rates.

In closing, [Port Sheldon Township](#) fully supports Ottawa County and 123NET's county-wide broadband development plan. We believe this initiative has the ability to transform the region and improve the lives of all of our residents. Thank you for your efforts in moving this important project forward.

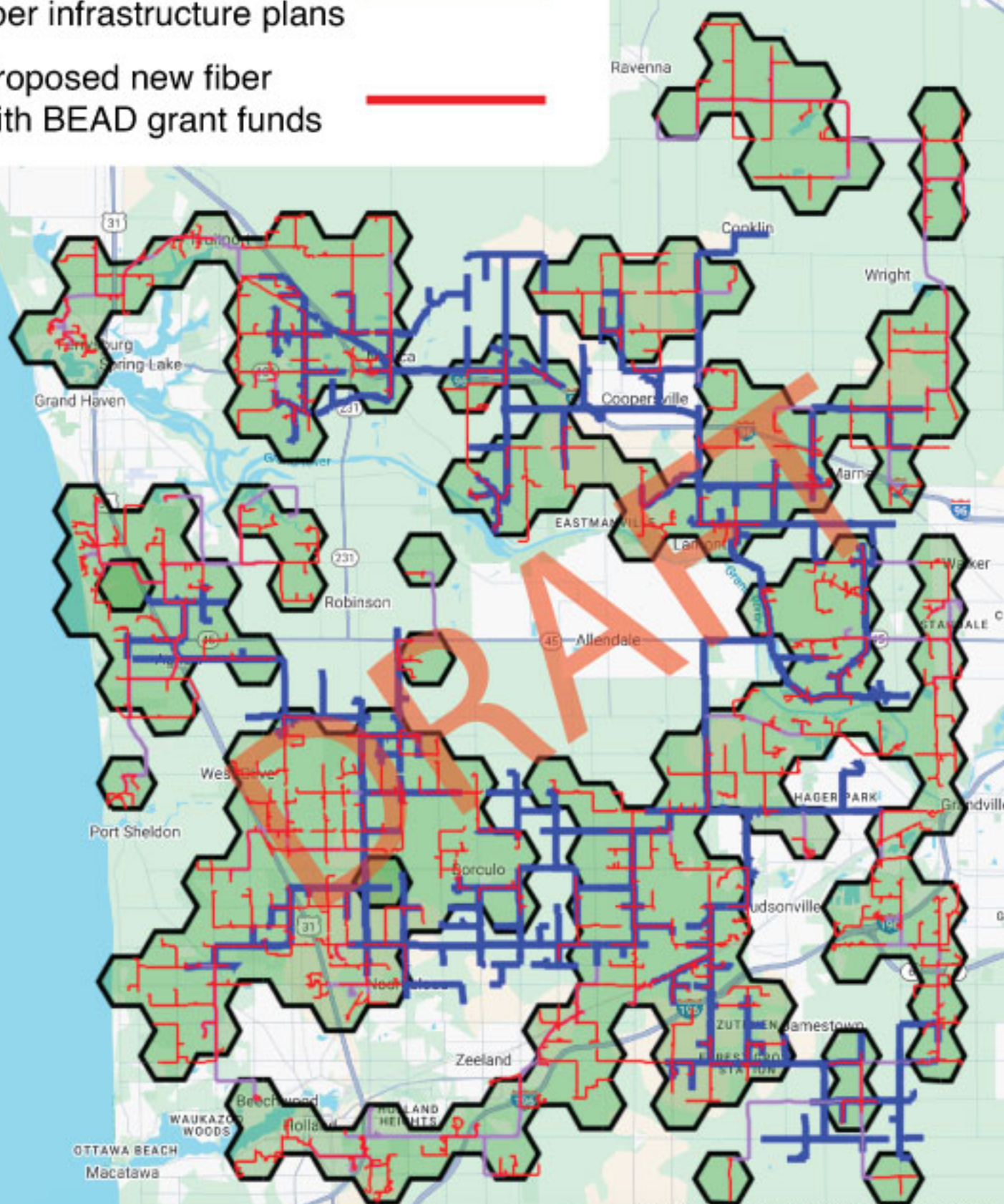
Name

Signature

Countywide Broadband Expansion Project Routes

Current ROBIN-funded fiber infrastructure plans

Proposed new fiber with BEAD grant funds



February 17, 2025

Members of the Township Board
Township of Port Sheldon
16201 Port Sheldon Street
West Olive, MI 49460

We are pleased to confirm our understanding of the services we are to provide the Township of Port Sheldon for the year ended March 31, 2025.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activity, each major fund, the remaining fund information, and the disclosures, which collectively comprise the basic financial statements of the Township of Port Sheldon as of and for the year ended March 31, 2025. Accounting principles generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Township of Port Sheldon's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Township of Port Sheldon's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1. Management's discussion and analysis
2. Budgetary comparison schedules
3. Schedule of changes in the Township's net pension liability and related ratios
4. Schedule of Township pension contributions

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and direct confirmation of certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We may also request written representations from your attorneys as part of the engagement and they may bill you for responding to this inquiry.

Audit Procedures - Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

We have identified the following significant risks of material misstatement as part of our planning:

1. Improper revenue recognition due to fraud
2. Management override of controls
3. Depreciation schedules are not maintained for the capital assets of the governmental activities
4. Use of cash basis to record revenues in governmental funds

Audit Procedures - Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Township of Port Sheldon's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion.

Other Services

We will also provide the following nonattest services:

- Preparation of depreciation schedules based on useful lives and depreciation methods determined by you
- Preparation of journal entries, other than proposed audit entries, that you will review and approve
- Preparation of the Township's financial statements, in conformity with GAAP, based on trial balances provided by you
- Preparation of forms F-65 and 5047 that we will submit to the State after your review

We will perform the services in accordance with applicable professional standards. The other services are limited to the nonattest services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America with the oversight of those charged with governance.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us; for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for the 12 months after the financial statements date or shortly thereafter (for example, within an additional three months if currently known). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

With regard to including the auditor's report in an exempt offering document, you agree that the aforementioned auditor's report, or reference to Siegfried Crandall P.C., will not be included in any such offering document without our prior permission or consent. Any agreement to perform work in connection with an exempt offering document, including an agreement to provide permission or consent, will be a separate engagement.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all confirmations we request and will locate any documents selected by us for testing.

Joshua H. Gabrielse is the engagement shareholder and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Members of the Township Board
Township of Port Sheldon
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February 17, 2025

Our fee for these services will be based on the actual time spent at our standard hourly rates, which vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Based on our understanding of the Township's audit requirements, our fee will not exceed \$9,500. This fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

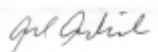
Reporting

We will issue a written report upon completion of our audit of Township of Port Sheldon's financial statements. Our report will be addressed to the Township Board of the Township of Port Sheldon. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit, or are unable to form or have not formed opinions, we may decline to express opinions, or we may withdraw from this engagement.

We appreciate the opportunity to be of service to the Township of Port Sheldon and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy, and return it to us.

Sincerely,

SIEGFRIED CRANDALL P.C.



Joshua H. Gabrielse, Shareholder

RESPONSE:

This letter correctly sets forth the understanding of the Township of Port Sheldon.

By: _____

Title: _____

Date: _____

County of Ottawa

Innovation & Technology Dept

12220 Fillmore St
West Olive, MI 49460
616-738-4866

Bill To:

Mike Sabatino
Port Sheldon Twp
16201 Port Sheldon Street
West Olive, MI 49460
616-399-6121

Estimate

DATE January 29, 2025



Comments or special instructions:

Prices as of 01/28/2025. Subject to change.
Labor will be billed actual time.

Description	AMOUNT
1x Speco O8VB3M Camera	\$ 259.95
1x Speco O4P25X2 PTZ Camera	\$ 929.95
1x Ubiquiti Building Bridge	\$ 499.00
1x Ubiquiti Unifi Pro 8 PoE Switch	\$ 349.00
Outdoor Enclosure	\$ 109.99
OC Technician Labor (estimated, will be billed actual)	\$ 331.20
Integrity Cabling Partners (See separate Estimate)	\$ 3,393.34
TOTAL	\$ 5,872.43

Any questions concerning this estimate, contact Jon Walters at 616-738-4866 or jwalters@miottawa.org

To approve this project, please sign and return this document

ESTIMATE

Integrity Cabling Partners
4250 Airline Rd Ste 1
Norton Shores, MI 49444

ar@integritycp.com



Bill to
Ottawa County
12220 Fillmore
West Olive, MI 49460 USA

Ship to
Ottawa County
12220 Fillmore
West Olive, MI 49460 USA

Estimate details
Estimate no.: 8648
Estimate date: 01/27/2025

#	Product or service	Description	Qty	Rate	Amount
1.	6P4P24	Cat 6 Plenum Cable	200	\$0.51672	\$103.34
2.	Misc	MOUNTING HARDWARE, TIE WRAPS, MAST / HARDWARE, RJ45 ENDS, CONDUIT, CONDUIT HARDWARE, NEMA BOX FOR CAMERA	1	\$250.00	\$250.00
3.	6O4P24-BK	CAT 6 OUTDOOR RATED CABLE	150	\$0.60	\$90.00
4.	Services	LABOR TO INSTALL NETWORK CABLE AT TOWNSHIP BUILDING, TEST, AND INSTALL WIRELESS BRIDGE. ALSO, INSTALL CABLE TO NEW POLE, INSTALL FAR END OF WIRELESS BRIDGE, NEMA ENCLOSURE, SWITCH, AND CAMERA. TEST ALL EQUIPMENT AND BRING LIVE.	26	\$75.00	\$1,950.00
5.	Misc	SCISSOR LIFT	1	\$1,000.00	\$1,000.00
6.		WORK PERFORMED AT PORT SHELDON TOWNSHIP BUILDING			
Total					\$3,393.34

Accepted date

Accepted by



TECH SOLUTIONS INTEGRATION
6301 136TH AVE
HOLLAND, MI 49424
(616) 582-0179

BILL TO

PORTSHELDON TOWNSHIP
16201 Port Sheldon St
West Olive, MI 49460-9563

ESTIMATE
23324074

ESTIMATE DATE
Nov 08, 2024

JOB ADDRESS

PORT SHELDON TOWNSHIP HALL
16201 Port Sheldon St
WEST OLIVE, MI 49460 USA

Job:

ESTIMATE DETAILS

Garbage Drop Off Area Cameras: Add a network wireless bridge between main building and service garage. Install camera pole by garbage drop off area, trench direct burial wire for camera.
Optional additional camera and pole for playground.
Optional additional camera on SE corner of garage for east lot.
(We Will Need Someone From Ottawa County To Add Cameras To Existing System)

SERVICE	DESCRIPTION	QTY	PRICE	TOTAL
Wireless Network Bridge	Install Wireless Network Bridge Between Main Building And Service Garage	1.00	\$581.20	\$581.20
Service Garage	Add Network Switch And Wireless Network Bridge	1.00	\$625.79	\$625.79
Garbage Drop Off Area	Install 20' Fiberglass Pole For Camera And Trench Cat6E Direct Burial Wire From Garage To Pole. Install GeoVision Bullet Camera	1.00	\$4,325.76	\$4,325.76
Play Ground Camera (Optional)	Install 20' Fiberglass Pole For Camera And Trench Cat6E Direct Burial Wire From Garage To Pole. Install GeoVision Bullet Camera	1.00	\$3,796.76	\$3,796.76
Service Garage Camera (Optional)	Add Dome Camera On The S.E Corner Of Building	1.00	\$448.42	\$448.42

SUB-TOTAL \$9,777.93

TOTAL \$9,777.93

Thank you for choosing Tech Solutions Integrated, LLC.

CUSTOMER AUTHORIZATION

THIS IS AN ESTIMATE, NOT A CONTRACT FOR SERVICES. The summary above is furnished by Tech Solutions Integration as a good faith estimate of work to be performed at the location described above and is based on our evaluation and does not include material price increases or additional labor and materials which may be required should unforeseen problems arise after the work has started. I understand that the final cost of the work may differ from the estimate, perhaps materially. THIS IS NOT A GUARANTEE OF THE FINAL PRICE OF WORK TO BE PERFORMED. I agree and authorize the work as summarized on these estimated terms, and I agree to pay the full amount for all work performed.

Sign here

Date

Grand Rapids
615 Eleventh St., NW
Grand Rapids, MI 49504
PH 616-454-1911
Fax 616-233-0422



Holland
1176 Lincoln Ave.
Holland, MI 49423
PH 616-392-3496
Fax 616-392-1346

December 3, 2024

From: James Gutman / Fence Consultants

To: Michael A. Sabatino / Port Sheldon Township

RE: 2 – Rail Polyvinyl Fence

Total fence = \$5,735.29

Furnish and Install: Approximately 270' of 2 Rail Post and Rail Fence. Color: Mocha

Remove and Haul Away Existing Split Rail Fence.

See Specifications @ <https://diggerspecialties.com/products/fencing/vinyl-fencing/post-and-rail/>

Approved _____ Print _____ Date ____/____/____

Please sign and E-mail or fax back to 616-392-1346

Not included are bonds, permits, prevailing wage, special insurance, traffic control, staking or layout, demolition, clearing, grading, dewatering, etc. \$250.00 additional cost per additional insured for completed operations per policy year. Payment terms are net 30 days.

Because of unstable material prices, we can hold this quote for only 30 days. I regret any inconvenience.

Thank you for the opportunity to quote this work. If you have any questions, please call me at (616) 392-3496, or contact me by e-mail at James@fenceconsultants.com.

Sabatino, Michael

Date 12/10/2024

Customer's Last Name, First Name

16201 Port Sheldon st

Service Address

West Olive, MI 49460

City, State, Zip

(616) 399-6121

Preferred Phone No.

mike@portsheldontwp.org

Customer's E-mail Address

Port Sheldon Township

Municipality

☐ Yes Permit required?

☒ No

☐ Homeowner to obtain permit
(Superior Fence & Rail requires copy
of permit before installation)

☐ Superior Fence & Rail to obtain permit

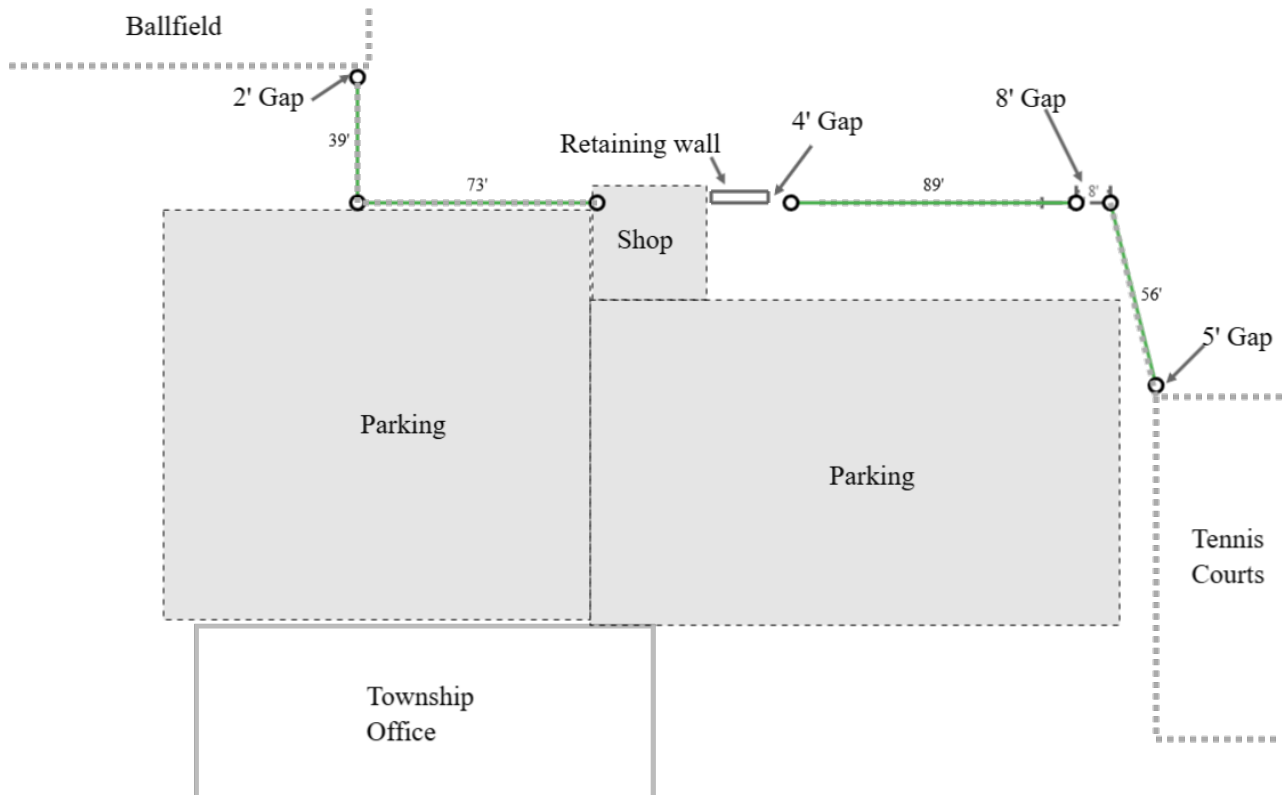
☐ Yes Plot plan or survey available?

☒ No

APPROXIMATE LAYOUT

FENCE FOOTAGE CONTAINED IN THIS PROPOSAL IS APPROXIMATE. BASED ON THE FIELD MEASUREMENT, FINAL PRICE WILL BE ADJUSTED BASED ON ACTUAL FENCE FOOTAGE USED, AS SET FORTH IN TERMS AND CONDITIONS)

FENCE DIAGRAM



3'H Adobe 2-Rail

Superior Fence & Rail Contact Information:

Cadre Capital Inc
410 44th Street SW
Grand Rapids, MI 49548
(616) 228-1551

FENCE TO FOLLOW GRADE OF PROPERTY: PLEASE INITIAL

TERMS AND CONDITIONS

A) Title; Authorized Party. Customer represents that they hold legal title to the subject real property or are authorized to act as an agent for the true owner. Customer agrees to pay

Cadre Capital Inc

(hereinafter, "Superior") the balance of the purchase price immediately upon substantial completion of the installation of the fence in accordance to the terms of this Agreement, and agrees that a permit final inspection of the fence is not a condition for final payment. A finance charge in the amount of 1.5% of the purchase price will be added every thirty days to any invoice seven days past due. If you fail to make payment when due, Superior reserves the right to file a security interest on your property which creates an encumbrance on your title and may cause you the loss of your property. Should legal action become necessary to enforce this Agreement, Customer shall be held liable for any attorney's fees and costs incurred whether a formal legal action has been filed or not. Customer shall also be held liable for any interest on the unpaid balance from the due date until payment is received by Superior at the highest rate of interest allowed by law.

B) Legal Encumbrances. Customer agrees to inform Superior in advance about any easements, covenants or other legal encumbrances that could affect the fence installation. Customer agrees to keep posted permits on display at all times and agrees not to remove permit from property. CUSTOMER ASSUMES THE RISK AND THE FULL LIABILITY OF ASSISTING SUPERIOR WITH DELIVERY OF MATERIALS OR WITH INSTALLATION.

C) Change Orders. If Customer requests Superior to do work additional to that described in this Agreement, Superior, at its option, may require Customer to sign a written change order ("Change Order") explaining the change in the scope of work and the additional charges that the Customer is obligated to pay. The Change Order will include a description of the additional work, additional payments that will be required and anticipated start and finish dates. The Change Order will become part of this Agreement. If Superior does not require a Change Order or if Customer fails to sign the Change Order, Customer agrees that it is still responsible to pay for any work performed by Superior that was outside the original scope of this Agreement.

D) Credit Card Transactions: If Customer chooses to pay for the fence with a credit card, the cardholder agreement (to which Superior is not a party) will determine the total cost of Customer's purchase, including all interest charges and fees. Customer will be further subject to Your cardholder agreement's terms and conditions.

E) Financed Transactions: If Customer chooses to finance the purchase of the fence in whole or in part, the loan agreement (to which Superior is not a party) will determine the total cost of Customer's purchase, including (i) the amount financed (the amount of credit provided to you); (ii) the associated finance charges (the dollar amount the loan will cost you); and (iii) the total payment (the amount you will have paid when you have made all scheduled payments). Customer will be further subject to Your loan agreement's terms and conditions.

F) CANCELLATION. CUSTOMER MAY CANCEL THIS AGREEMENT WITHOUT PENALTY OR OBLIGATION BY DELIVERING WRITTEN NOTICE TO SUPERIOR FENCE BY MIDNIGHT ON THE THIRD BUSINESS DAY AFTER SIGNING (THE "CANCELLATION PERIOD"). THE STATE SUPPLEMENT CONTAINS A FORM TO USE IF ONE IS SPECIFICALLY PRESCRIBED BY LAW IN YOUR STATE.

In the event of a cancellation, Customer's deposit will be returned within (10) business days after Superior's receipt of your notice.

G) Termination. If Customer terminates this Agreement after the Cancellation Period, Customer agrees to pay Superior Fence the greater of (1) twenty five (25%) of the total sale, or (2) the total costs of materials, labor and services provided by Superior Fence through the time of termination, plus any other amounts allowed under applicable law. If after the Cancellation Period, Superior discovers impediments to installation of the fence such as building or zoning code violations, hidden or unforeseen hazardous conditions on your property or easements or other legal encumbrances that you did not inform us of, Superior may immediately terminate the Agreement without further obligation to you. In such an event, Customer agrees to pay Superior the greater of twenty five (25%) of the total sale or the costs of materials, labor and services provided by Superior Fence through the time of termination, plus any other amounts allowed under applicable law.

H) Commencement of Job. Customer agrees that once the work is started, Superior will have the ability to complete the entire scope of work without any interruptions. Further, any changes made by the Customer to the layout of the proposed fence must be made prior to the installation date. If changes are made during the day of installation, Customer will be charged a trip charge of up to \$500.00 if such a change requires an additional trip to the property for completion of the fence. If Customer makes any changes to the fence layout on the date of installation resulting in reduced footage and extra materials, Customer agrees that these materials are non returnable and must be paid for as agreed.

I) Public Underground Utilities. Superior will call a utility locating service that will locate the public underground utilities on your property. Customer agrees to allow the locating service to your property for the purpose of conducting a utility locate.

J) Private Underground Utilities; Irrigation Lines. Customer agrees to be solely responsible for any damage to buried private utilities, underground lines, including water lines and irrigation lines that have not been properly marked by Customer, and Customer agrees to indemnify Superior from any liability which it might incur pursuant to the service involved in the performance of this Agreement.

K) Homeowner's Association. If Customer's home is part of a Homeowner's Association, (HOA), Customer understands and agrees that it is Customer's sole obligation to obtain and provide approvals from the HOA. Superior is not responsible if the fence that Customer contracted for does not comply with Customer's HOA's rules and regulations.

L) Pre-Installation Meeting. Customer agrees to meet with the installation crew on the day of installation before installation begins to indicate actual fence placement.

M) Fence to Follow Ground. Customer agrees that the fence will be installed to the contour of the existing ground unless agreed otherwise in writing on change order of installation overview agreement.

N) Property Lines. Customer agrees that it is responsible for locating property pins and staking terminals to establish its property lines prior to installation of the fence. Superior will assist the customer, upon request, in determining where the fence is to be erected, but under no circumstances will Superior assume responsibility concerning property lines or in any way guarantee their accuracy. If property pins cannot be located, Customer may have to hire a third party to survey the property. Superior is not responsible for identifying property lines, easements, covenants, or other legal encumbrances. Customer agrees to indemnify Superior and hold it harmless against and in respect to the claims of any persons aggrieved by the location of the subject fence when erected or by trespasses or damage which may have necessarily been committed or occasioned consciously or unconsciously by Superior in the course of installation.

O) Clearing of Proposed Fence Line. Customer agrees to clear the fence line of any and all obstructions, including but not limited to trees, brush, debris, fixtures and personal yard items. In the event that the fence line is not cleared upon our arrival, Customer understands and agrees that it will be charged a trip fee of up to \$500.00, which must be paid prior to the job being rescheduled. Further, Customer shall hold Superior harmless for any damage to items within the fence line.

P) Access Ways. Superior is not responsible for any damage to driveways, walkways, walls, gardens, fresh grading, sod, shrubbery, patios, pavers or other property features resulting from gaining access to the property or performing work in the proximity of the fence location.

Q) LIMITED WARRANTY. TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAW, SUPERIOR WARRANTS THE WORKMANSHIP OF THE INSTALLATION FOR THREE (3) YEARS FROM ITS COMPLETION DATE. PROVIDED CUSTOMER NOTIFIES SUPERIOR DURING THE WARRANTY PERIOD, SUPERIOR WILL ARRANGE FOR REPAIR AT NO CHARGE TO CUSTOMER FOR ANY FAULTY WORKMANSHIP. SUPERIOR'S WORKMANSHIP WARRANTY IS ONLY RELATED TO FAULTY WORKMANSHIP AND DOES NOT COVER PRODUCT DEFECTS OR DAMAGE CAUSED BY ACTS OF GOD, INSTALLATION OR REPAIRS MADE BY OTHERS, ABUSE, MISUSE, NEGLECT, OR NORMAL WEAR AND TEAR. MERCHANDISE AND MATERIALS ARE COVERED EXCLUSIVELY BY THE MANUFACTURER'S WARRANTY, IF ANY. THIS LIMITED WARRANTY GIVES CUSTOMER SPECIFIC LEGAL RIGHTS AND CUSTOMER MAY ALSO HAVE OTHER RIGHTS THAT MAY VARY FROM STATE TO STATE. CUSTOMER ACKNOWLEDGES THAT WOOD FENCES HAVE A TENDENCY TO SHRINK, WARP, CRACK, AND CHIP AND THAT THESE FEATURES OF WOOD ARE NORMAL AND ACCEPTED OCCURRENCES AND ARE NOT WARRANTED.

R) Acts of God. Customer agrees that all workmanship warranties will be void in the event of significant wind events including but not limited to hurricanes, tropical storms, cyclones, and tornadoes.

S) Deposit. Upon signing the contract, 50% of the total contract amount is due unless state law governs otherwise. The remaining balance is due upon acceptance of completed installation.

T) Miscellaneous. If there is an unpaid balance, at its discretion, Superior Fence may temporarily void the warranty (workmanship) until the unpaid balance is resolved.

Installation dates are approximate due to various circumstances such as weather, workload, obtaining building permits and utility locates. Superior will strive to install fencing in a timely manner, however, Customer may not cancel this contract due to rescheduling for circumstances beyond Superior's control.

Customer Agrees to allow Superior to include a 4"x6" or 3"x10" sign on Customer's Fence.

The price included in this proposal is firm for 15 days unless the contract is executed.

U) Subcontractors. Superior may, at it's discretion, subcontract all or part of the labor required to complete the project.

V) Delays. Superior is not responsible for delays resulting from events beyond its control including, but not limited to the following: delayed contract execution, delayed deposit payment, Acts of God, change orders, governmental actions, manufacturing delays, damage to merchandise caused by third parties, labor strikes, any incorrect information you provide, legal encumbrances on your property, your property's nonconformance with zoning or building code requirements, hidden or unforeseen hazardous conditions on your property or your noncompliance with this Agreement. Further, Superior reserves the right to terminate this Agreement and to discontinue installation of your fence for any of the aforementioned conditions.

Superior Fence & Rail Contact Information:

Cadre Capital Inc
410 44th Street SW
Grand Rapids, MI 49548
(616) 228-1551

I UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS:

PRODUCT SPECIFICATIONS:

3'H Adobe 2-Rail: 257 LF.
Specifications: Post: 5" Sq., Rail: 1-1/2" x 5-1/2", Picket: N/A

JOB OPTIONS:

Fence Removal (3' Wood): Take Down 243'. Haul Away 243'. 25 Pulled Posts.
1 - Dumpster - 20 yd

JOB NOTES:

Fence Removal (3'H Wood): includes 25 pulled posts, all remaining posts to be cut at ground level.
Customer to clear fence line.

Approximate Start Date: 1/7/2025

Approximate Finish Date: 1/14/2025

All dates are approximate and subject to change based on unforeseen events including inclement weather, permitting delays, change orders, and manufacturing delays. See terms and conditions for full details.

Acceptance and Authorization: By signing below, you authorize Superior to perform the installation and/or order and arrange for the delivery of special order merchandise, including special order merchandise that may be custom made, as specified in this Agreement. You understand and agree that this Agreement constitutes the entire understanding between you and Superior and that there have been no oral or written representations or agreements made to you by Superior but that if there are you agree that this Agreement expressly supersedes them.

Do not sign if blank or incomplete. By signing, you acknowledge that you have read, understand, and accept this Agreement in its entirety. You further acknowledge receiving a complete copy. Keep it to protect your legal rights.

It is very important for you to read and understand the Terms and Conditions included herein. By signing this proposal and providing a deposit you are creating a Contract between you and Superior for the selected products and services in accordance with those Terms and Conditions listed above.

Payment Schedule: You agree that payments will be due as indicated below. If You are paying by credit or debit card, the account may be charged or debited (as applicable) on the same day that it is accepted by the Superior. Convenience fee may apply for credit card transactions.

Contract Amount	<u>\$7,672.11</u>	
Sales Tax	<u>\$0.00</u>	
Deposit Amount	<u>\$3,836.06</u>	DUE IN FULL IMMEDIATELY
Remaining Balance	<u>\$3,836.06</u>	Due upon completion

Accepted by:  12/10/2024

Customer's Signature

Date


Geoff Melton

Superior Authorized Representative Signature
Geoff Melton

Superior Authorized Representative

12/10/2024

Date

Customer's Initials:  BY INITIALING, YOU AUTHORIZE DELIVERY OF MERCHANDISE TO SERVICE ADDRESS PROVIDED ABOVE WITHOUT OBTAINING DELIVERY AGENT'S SIGNATURE AND AGREE TO INDEMNIFY AND HOLD SUPERIOR HARMLESS FROM ANY RESULTING CLAIMS.

Superior Fence & Rail Contact Information:

Cadre Capital Inc
410 44th Street SW
Grand Rapids, MI 49548
(616) 228-1551

Installation Overview Agreement

As our valued customer, we want to be sure you have complete information about the installation of your fence. Our goal is to avoid problems and provide a quick, quality Installation service and to provide information on keeping your new fence looking great for years to come. Please see the Terms and Conditions on the Agreement for other important information concerning your installation.

1. Public Utilities. Superior will call the major utilities to mark electrical, water, and cable locations if the utilities provide this service in your city.
2. Private Utilities. There are some underground items that are your responsibility to identify. The utility companies do not mark these. Therefore, prior to the Installation, it is important to conspicuously mark the ground for locations of all non public, underground utilities, including but not limited to the following:
 - a. Sprinkler heads and underground irrigation lines.
 - b. Underground water lines that feed a swimming pool or other structure.
 - c. Underground electric lines (other than local public utility lines) that supply power to lamp posts, walkway lighting, landscape lighting, and control wiring for pools, sheds, wells, etc.
 - d. French drains or related items.
 - e. Any electrical, water, or cable locations where the utilities in your city do not provide marking services.
 - f. Any private natural gas or propane lines that fuel private amenities on your property such as jacuzzis, grills, saunas or spas.
 - g. Any and all septic, leach or drain lines or fields.
 - h. Any sewer lines from the house to the clean-out is considered private and must be marked by the home owner.
 - i. Any other non-public utilities.

Initial

You agree that that if you choose not to mark these underground utilities, Superior will not be responsible for any damage it may cause, including the cost of repair, monetary damages or any other damages.

Initial

3. Fence Location. You are responsible for the location of the fence. If your fence is contracted to be installed along your property lines and you cannot find the property line markers, it is recommended that you have a survey done to ensure your new fence does not encroach onto your neighbor's property, and is in compliance with local building codes for setback requirements. Superior is not responsible for the costs associated with moving or removing fences, or damages associated with the fence installation, where the property lines have not been properly located before installation.
4. Required Clearance for Fence Installation. To provide room for a proper installation, all vegetation, including but not limited to brush, briars, tall grass, branches, limbs, trees etc. must be cleared to a distance of 2' on either side of the installation line for your new fence and cleared to a height of 6" taller than your new fence (e.g., for a 6 ft tall fence the fence line must be cleared to a height of 6'6"). If we show up to your location and the fence line is not clear according to the above instructions, Superior has the option to do the either of the following, at our sole discretion:

Initial

- a. Charge you a trip charge of up to **\$500**, which must be paid immediately, and reschedule your job for a later date after you have cleared the fence line in accordance with the instructions above; or
- b. Have our installation crew trim, clear and dispose of the vegetation at a cost of up to **\$25** per linear ft. If we choose this option to clear the fence line for you, you agree that Superior is not responsible for any damage that we may do to any vegetation, including landscaping, in our efforts to clear your fence line. Moreover, Superior cannot grind or remove tree roots or stumps, and we cannot remove trees with a diameter greater than 3" caliper, measured one ft from the ground.

Initial

5. Hard Digs. On rare occasions, we encounter hard dig conditions that cannot be foreseen prior to the commencement of installation. When we encounter those conditions, you will be charged an additional **\$50** for each hole that is deemed to constitute a hard dig. Prior to charging you, we will contact you (and if you are at the property, we will show you the hole that constitutes a hard dig) to explain the situation and give you the option, if it is practical, of relocating the fence line in order to avoid the extra costs associated with the hard dig.

Initial

6. Access to Power and Water. We will need access to an electric outlet and an outside water faucet. During the installation, you may hear nail guns, hammers, air compressors, augers, jackhammers and other loud tools that are required in the construction of your fence. Please be sure to inform your neighbors about your fence installation and make them aware of the possibility of hearing loud noises associated with it. Also, please be sure to properly secure pets on the day of the fence installation and if you share a common fence with your neighbors, please inform them to secure their pets as well.

Initial

7. Homeowner's Association Obligation. If your home is part of a Homeowner's Association (HOA), you will agree to obtain required approvals from the HOA before installation of your fence and agree that Superior is in no way responsible for getting HOA approval or for ensuring that your fence complies with your HOA requirements. **You agree that you are required to send to us your HOA approval as part of the necessary paperwork in order that we can obtain your fence permit.**

Initial

8. Pre-Installation Property Walk. You agree to be present at your property for at least 15-30 minutes on the day of the installation immediately prior to the beginning of the installation to confirm the details of the final layout of the fence with our installation crew. Because our crews arrive early in the morning and because the pre-installation walk-through is only 15-30 minutes long, there is no requirement that you take off from work on the day of installation. If you choose to take off from work, you do so at your own risk, including the risk that your job will be rescheduled for a different day for reasons beyond our control, such as inclement weather or difficult digging conditions on a prior job that prevented us from completing the job with the scheduled time frame.

Initial

9. Post Installation Property Walk and Final Payment. You agree to be present at your property at the completion of the installation in order to confirm that the fence installation is completed to your satisfaction (which is accomplished by you filling out and executing a Certificate of Completion) and to make final payment to our installation crew or by calling the office to pay electronically. By initialing below, you acknowledge that approval from your HOA or the local permitting authority is not a condition of payment.

Initial

X

Customer's Signature

X Geoff Melton

12/10/2024

Date

12/10/2024

Date

Superior Fence & Rail Contact Information:

Cadre Capital Inc
410 44th Street SW
Grand Rapids, MI 49548
(616) 228-1551

Sabatino, Michael

Date 12/10/2024

Customer's Last Name, First Name

16201 Port Sheldon st

Service Address

West Olive, MI 49460

City, State, Zip

(616) 399-6121

Preferred Phone No.

mike@portsheldontwp.org

Customer's E-mail Address

Port Sheldon Township

Municipality

☐ Yes Permit required?

☒ No

☐ Homeowner to obtain permit
(Superior Fence & Rail requires copy
of permit before installation)

☐ Superior Fence & Rail to obtain permit

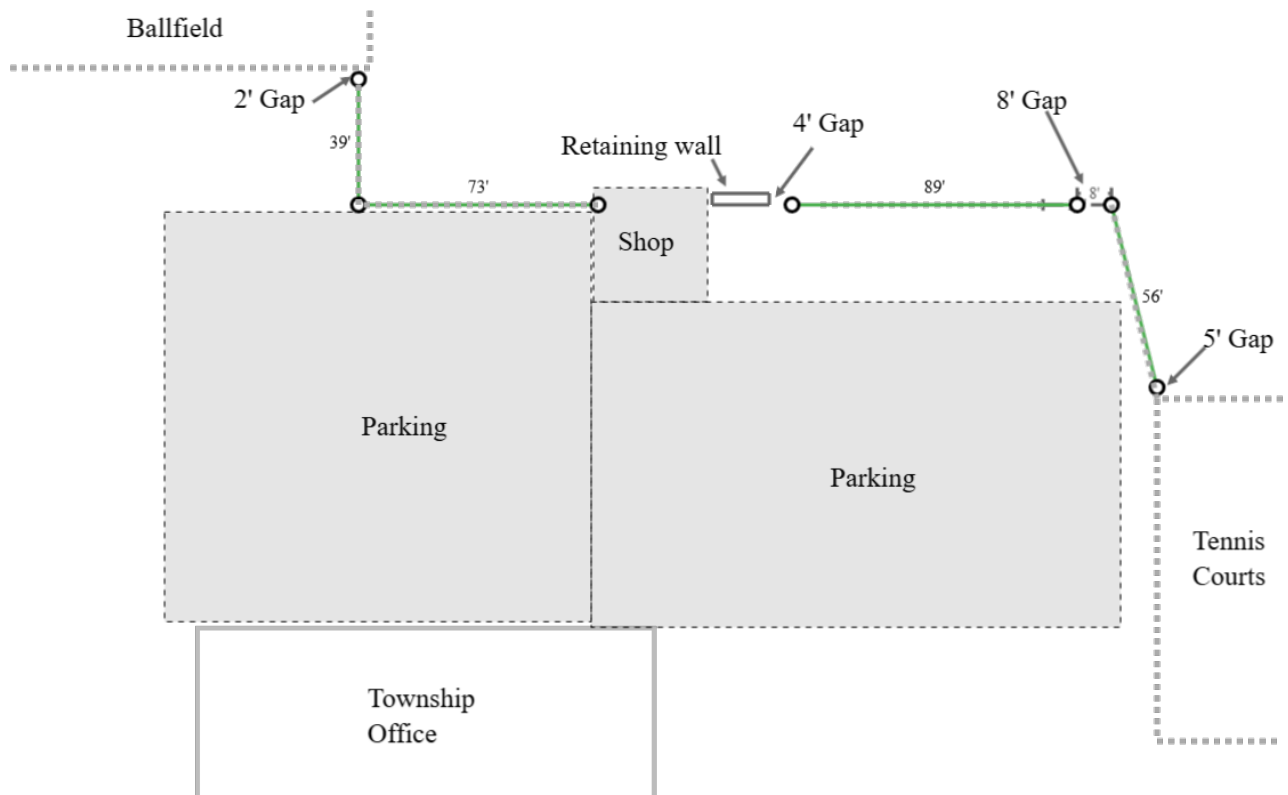
☐ Yes Plot plan or survey available?

☒ No

APPROXIMATE LAYOUT

FENCE FOOTAGE CONTAINED IN THIS PROPOSAL IS APPROXIMATE. BASED ON THE FIELD MEASUREMENT, FINAL PRICE WILL BE ADJUSTED BASED ON ACTUAL FENCE FOOTAGE USED, AS SET FORTH IN TERMS AND CONDITIONS)

FENCE DIAGRAM



3'H Split Rail 2-Rail

Superior Fence & Rail Contact Information:

Cadre Capital Inc
410 44th Street SW
Grand Rapids, MI 49548
(616) 228-1551

FENCE TO FOLLOW GRADE OF PROPERTY: PLEASE INITIAL

TERMS AND CONDITIONS

A) Title; Authorized Party. Customer represents that they hold legal title to the subject real property or are authorized to act as an agent for the true owner. Customer agrees to pay

Cadre Capital Inc

(hereinafter, "Superior") the balance of the purchase price immediately upon substantial completion of the installation of the fence in accordance to the terms of this Agreement, and agrees that a permit final inspection of the fence is not a condition for final payment. A finance charge in the amount of 1.5% of the purchase price will be added every thirty days to any invoice seven days past due. If you fail to make payment when due, Superior reserves the right to file a security interest on your property which creates an encumbrance on your title and may cause you the loss of your property. Should legal action become necessary to enforce this Agreement, Customer shall be held liable for any attorney's fees and costs incurred whether a formal legal action has been filed or not. Customer shall also be held liable for any interest on the unpaid balance from the due date until payment is received by Superior at the highest rate of interest allowed by law.

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In the event of a cancellation, Customer's deposit will be returned within (10) business days after Superior's receipt of your notice.

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H) Commencement of Job. Customer agrees that once the work is started, Superior will have the ability to complete the entire scope of work without any interruptions. Further, any changes made by the Customer to the layout of the proposed fence must be made prior to the installation date. If changes are made during the day of installation, Customer will be charged a trip charge of up to \$500.00 if such a change requires an additional trip to the property for completion of the fence. If Customer makes any changes to the fence layout on the date of installation resulting in reduced footage and extra materials, Customer agrees that these materials are non returnable and must be paid for as agreed.

I) Public Underground Utilities. Superior will call a utility locating service that will locate the public underground utilities on your property. Customer agrees to allow the locating service to your property for the purpose of conducting a utility locate.

J) Private Underground Utilities; Irrigation Lines. Customer agrees to be solely responsible for any damage to buried private utilities, underground lines, including water lines and irrigation lines that have not been properly marked by Customer, and Customer agrees to indemnify Superior from any liability which it might incur pursuant to the service involved in the performance of this Agreement.

K) Homeowner's Association. If Customer's home is part of a Homeowner's Association, (HOA), Customer understands and agrees that it is Customer's sole obligation to obtain and provide approvals from the HOA. Superior is not responsible if the fence that Customer contracted for does not comply with Customer's HOA's rules and regulations.

L) Pre-Installation Meeting. Customer agrees to meet with the installation crew on the day of installation before installation begins to indicate actual fence placement.

M) Fence to Follow Ground. Customer agrees that the fence will be installed to the contour of the existing ground unless agreed otherwise in writing on change order of installation overview agreement.

N) Property Lines. Customer agrees that it is responsible for locating property pins and staking terminals to establish its property lines prior to installation of the fence. Superior will assist the customer, upon request, in determining where the fence is to be erected, but under no circumstances will Superior assume responsibility concerning property lines or in any way guarantee their accuracy. If property pins cannot be located, Customer may have to hire a third party to survey the property. Superior is not responsible for identifying property lines, easements, covenants, or other legal encumbrances. Customer agrees to indemnify Superior and hold it harmless against and in respect to the claims of any persons aggrieved by the location of the subject fence when erected or by trespasses or damage which may have necessarily been committed or occasioned consciously or unconsciously by Superior in the course of installation.

O) Clearing of Proposed Fence Line. Customer agrees to clear the fence line of any and all obstructions, including but not limited to trees, brush, debris, fixtures and personal yard items. In the event that the fence line is not cleared upon our arrival, Customer understands and agrees that it will be charged a trip fee of up to \$500.00, which must be paid prior to the job being rescheduled. Further, Customer shall hold Superior harmless for any damage to items within the fence line.

P) Access Ways. Superior is not responsible for any damage to driveways, walkways, walls, gardens, fresh grading, sod, shrubbery, patios, pavers or other property features resulting from gaining access to the property or performing work in the proximity of the fence location.

Q) LIMITED WARRANTY. TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAW, SUPERIOR WARRANTS THE WORKMANSHIP OF THE INSTALLATION FOR THREE (3) YEARS FROM ITS COMPLETION DATE. PROVIDED CUSTOMER NOTIFIES SUPERIOR DURING THE WARRANTY PERIOD, SUPERIOR WILL ARRANGE FOR REPAIR AT NO CHARGE TO CUSTOMER FOR ANY FAULTY WORKMANSHIP. SUPERIOR'S WORKMANSHIP WARRANTY IS ONLY RELATED TO FAULTY WORKMANSHIP AND DOES NOT COVER PRODUCT DEFECTS OR DAMAGE CAUSED BY ACTS OF GOD, INSTALLATION OR REPAIRS MADE BY OTHERS, ABUSE, MISUSE, NEGLECT, OR NORMAL WEAR AND TEAR. MERCHANDISE AND MATERIALS ARE COVERED EXCLUSIVELY BY THE MANUFACTURER'S WARRANTY, IF ANY. THIS LIMITED WARRANTY GIVES CUSTOMER SPECIFIC LEGAL RIGHTS AND CUSTOMER MAY ALSO HAVE OTHER RIGHTS THAT MAY VARY FROM STATE TO STATE. CUSTOMER ACKNOWLEDGES THAT WOOD FENCES HAVE A TENDENCY TO SHRINK, WARP, CRACK, AND CHIP AND THAT THESE FEATURES OF WOOD ARE NORMAL AND ACCEPTED OCCURRENCES AND ARE NOT WARRANTED.

R) Acts of God. Customer agrees that all workmanship warranties will be void in the event of significant wind events including but not limited to hurricanes, tropical storms, cyclones, and tornadoes.

S) Deposit. Upon signing the contract, 50% of the total contract amount is due unless state law governs otherwise. The remaining balance is due upon acceptance of completed installation.

T) Miscellaneous. If there is an unpaid balance, at its discretion, Superior Fence may temporarily void the warranty (workmanship) until the unpaid balance is resolved.

Installation dates are approximate due to various circumstances such as weather, workload, obtaining building permits and utility locates. Superior will strive to install fencing in a timely manner, however, Customer may not cancel this contract due to rescheduling for circumstances beyond Superior's control.

Customer Agrees to allow Superior to include a 4"x6" or 3"x10" sign on Customer's Fence.

The price included in this proposal is firm for 15 days unless the contract is executed.

U) Subcontractors. Superior may, at it's discretion, subcontract all or part of the labor required to complete the project.

V) Delays. Superior is not responsible for delays resulting from events beyond its control including, but not limited to the following: delayed contract execution, delayed deposit payment, Acts of God, change orders, governmental actions, manufacturing delays, damage to merchandise caused by third parties, labor strikes, any incorrect information you provide, legal encumbrances on your property, your property's nonconformance with zoning or building code requirements, hidden or unforeseen hazardous conditions on your property or your noncompliance with this Agreement. Further, Superior reserves the right to terminate this Agreement and to discontinue installation of your fence for any of the aforementioned conditions.

Superior Fence & Rail Contact Information:

Cadre Capital Inc
410 44th Street SW
Grand Rapids, MI 49548
(616) 228-1551

I UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS:

PRODUCT SPECIFICATIONS:

3'H Split Rail 2-Rail: 257 LF.
Specifications: Post: 3 x 6 x 5 - 1/3', Rail: 3 x 6 x 10'

JOB OPTIONS:

Fence Removal (3' Wood): Take Down 243'. Haul Away 243'. 25 Pulled Posts.
1 - Dumpster - 20 yd

JOB NOTES:

Fence Removal (3'H Wood): includes 25 pulled posts, all remaining posts to be cut at ground level.
Customer to clear fence line.
No Returns for Special Order Product.

Approximate Start Date: 1/21/2025

Approximate Finish Date: 1/28/2025

All dates are approximate and subject to change based on unforeseen events including inclement weather, permitting delays, change orders, and manufacturing delays. See terms and conditions for full details.

Acceptance and Authorization: By signing below, you authorize Superior to perform the installation and/or order and arrange for the delivery of special order merchandise, including special order merchandise that may be custom made, as specified in this Agreement. You understand and agree that this Agreement constitutes the entire understanding between you and Superior and that there have been no oral or written representations or agreements made to you by Superior but that if there are you agree that this Agreement expressly supersedes them.

Do not sign if blank or incomplete. By signing, you acknowledge that you have read, understand, and accept this Agreement in its entirety. You further acknowledge receiving a complete copy. Keep it to protect your legal rights.

It is very important for you to read and understand the Terms and Conditions included herein. By signing this proposal and providing a deposit you are creating a Contract between you and Superior for the selected products and services in accordance with those Terms and Conditions listed above.

Payment Schedule: You agree that payments will be due as indicated below. If You are paying by credit or debit card, the account may be charged or debited (as applicable) on the same day that it is accepted by the Superior. Convenience fee may apply for credit card transactions.

Contract Amount	<u>\$6,628.69</u>	
Sales Tax	<u>\$0.00</u>	
Deposit Amount	<u>\$3,314.35</u>	DUE IN FULL IMMEDIATELY
Remaining Balance	<u>\$3,314.35</u>	Due upon completion

Accepted by:  12/10/2024

Customer's Signature

Date


Geoff Melton

Superior Authorized Representative Signature
Geoff Melton

Superior Authorized Representative

12/10/2024

Date

Customer's Initials:  BY INITIALING, YOU AUTHORIZE DELIVERY OF MERCHANDISE TO SERVICE ADDRESS PROVIDED ABOVE WITHOUT OBTAINING DELIVERY AGENT'S SIGNATURE AND AGREE TO INDEMNIFY AND HOLD SUPERIOR HARMLESS FROM ANY RESULTING CLAIMS.

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Installation Overview Agreement

As our valued customer, we want to be sure you have complete information about the installation of your fence. Our goal is to avoid problems and provide a quick, quality Installation service and to provide information on keeping your new fence looking great for years to come. Please see the Terms and Conditions on the Agreement for other important information concerning your installation.

1. Public Utilities. Superior will call the major utilities to mark electrical, water, and cable locations if the utilities provide this service in your city.
2. Private Utilities. There are some underground items that are your responsibility to identify. The utility companies do not mark these. Therefore, prior to the Installation, it is important to conspicuously mark the ground for locations of all non public, underground utilities, including but not limited to the following:
 - a. Sprinkler heads and underground irrigation lines.
 - b. Underground water lines that feed a swimming pool or other structure.
 - c. Underground electric lines (other than local public utility lines) that supply power to lamp posts, walkway lighting, landscape lighting, and control wiring for pools, sheds, wells, etc.
 - d. French drains or related items.
 - e. Any electrical, water, or cable locations where the utilities in your city do not provide marking services.
 - f. Any private natural gas or propane lines that fuel private amenities on your property such as jacuzzis, grills, saunas or spas.
 - g. Any and all septic, leach or drain lines or fields.
 - h. Any sewer lines from the house to the clean-out is considered private and must be marked by the home owner.
 - i. Any other non-public utilities.

Initial

You agree that that if you choose not to mark these underground utilities, Superior will not be responsible for any damage it may cause, including the cost of repair, monetary damages or any other damages.

Initial

3. Fence Location. You are responsible for the location of the fence. If your fence is contracted to be installed along your property lines and you cannot find the property line markers, it is recommended that you have a survey done to ensure your new fence does not encroach onto your neighbor's property, and is in compliance with local building codes for setback requirements. Superior is not responsible for the costs associated with moving or removing fences, or damages associated with the fence installation, where the property lines have not been properly located before installation.
4. Required Clearance for Fence Installation. To provide room for a proper installation, all vegetation, including but not limited to brush, briars, tall grass, branches, limbs, trees etc. must be cleared to a distance of 2' on either side of the installation line for your new fence and cleared to a height of 6" taller than your new fence (e.g., for a 6 ft tall fence the fence line must be cleared to a height of 6'6"). If we show up to your location and the fence line is not clear according to the above instructions, Superior has the option to do the either of the following, at our sole discretion:

Initial

- a. Charge you a trip charge of up to **\$500**, which must be paid immediately, and reschedule your job for a later date after you have cleared the fence line in accordance with the instructions above; or
- b. Have our installation crew trim, clear and dispose of the vegetation at a cost of up to **\$25** per linear ft. If we choose this option to clear the fence line for you, you agree that Superior is not responsible for any damage that we may do to any vegetation, including landscaping, in our efforts to clear your fence line. Moreover, Superior cannot grind or remove tree roots or stumps, and we cannot remove trees with a diameter greater than 3" caliper, measured one ft from the ground.

Initial

5. Hard Digs. On rare occasions, we encounter hard dig conditions that cannot be foreseen prior to the commencement of installation. When we encounter those conditions, you will be charged an additional **\$50** for each hole that is deemed to constitute a hard dig. Prior to charging you, we will contact you (and if you are at the property, we will show you the hole that constitutes a hard dig) to explain the situation and give you the option, if it is practical, of relocating the fence line in order to avoid the extra costs associated with the hard dig.

Initial

6. Access to Power and Water. We will need access to an electric outlet and an outside water faucet. During the installation, you may hear nail guns, hammers, air compressors, augers, jackhammers and other loud tools that are required in the construction of your fence. Please be sure to inform your neighbors about your fence installation and make them aware of the possibility of hearing loud noises associated with it. Also, please be sure to properly secure pets on the day of the fence installation and if you share a common fence with your neighbors, please inform them to secure their pets as well.

Initial

7. Homeowner's Association Obligation. If your home is part of a Homeowner's Association (HOA), you will agree to obtain required approvals from the HOA before installation of your fence and agree that Superior is in no way responsible for getting HOA approval or for ensuring that your fence complies with your HOA requirements. **You agree that you are required to send to us your HOA approval as part of the necessary paperwork in order that we can obtain your fence permit.**

Initial

8. Pre-Installation Property Walk. You agree to be present at your property for at least 15-30 minutes on the day of the installation immediately prior to the beginning of the installation to confirm the details of the final layout of the fence with our installation crew. Because our crews arrive early in the morning and because the pre-installation walk-through is only 15-30 minutes long, there is no requirement that you take off from work on the day of installation. If you choose to take off from work, you do so at your own risk, including the risk that your job will be rescheduled for a different day for reasons beyond our control, such as inclement weather or difficult digging conditions on a prior job that prevented us from completing the job with the scheduled time frame.

Initial

9. Post Installation Property Walk and Final Payment. You agree to be present at your property at the completion of the installation in order to confirm that the fence installation is completed to your satisfaction (which is accomplished by you filling out and executing a Certificate of Completion) and to make final payment to our installation crew or by calling the office to pay electronically. By initialing below, you acknowledge that approval from your HOA or the local permitting authority is not a condition of payment.

Initial

X

Customer's Signature

X Geoff Melton

12/10/2024

Date

12/10/2024

Date

Superior Fence & Rail Contact Information:

Cadre Capital Inc
410 44th Street SW
Grand Rapids, MI 49548
(616) 228-1551

COMMON MAINTENANCE CONCERNS

The continuous changes in weather conditions are extremely harsh on your fence. Your maintenance plan must be geared to combat the problems caused by water absorption and water loss, mildew growth, and discoloration of wood due to the sun's ultraviolet rays. All of the maintenance concerns discussed below are weather related. The degree to which your fence is affected by them depends on many factors. These factors include general climate conditions (such as normal precipitation, humidity, etc.) and location in your yard (with regard to direct sun exposure, foliage coverage, etc.).

If your fence is built using pressure-treated lumber, it is important to note that the pressure treatment does not increase the likelihood that your fence will develop these natural defects to any greater degree than the same material left untreated. These weather related defects are beyond the control of the pressure treatment process.

SWELLING & SHRINKING

Continuous water absorption and water loss in the wood used for your fence will cause its natural defects to surface. The most common defects are: cupping/warping, twisting, checking, and splitting. A well maintained fence will still experience some of these natural defects.

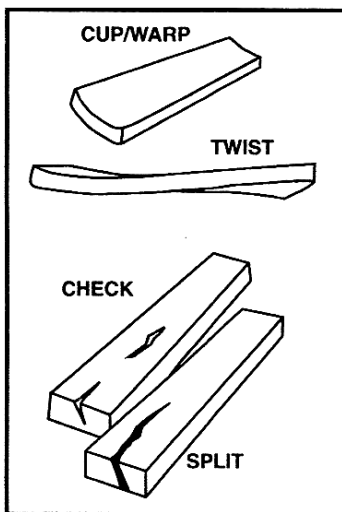
However, the extent can be significantly reduced through a maintenance plan.

MILDEW GROWTH

Whenever wood, including pressure treated wood, is constantly exposed to moist or humid conditions, it will mildew. This results in an unsightly appearance. Your preventative maintenance plan will need to include cleaning your fence with a cleaner containing a mildewcide. This will insure that your fence will remain bright and attractive.

ULTRAVIOLET PROTECTION

Without any preventative steps taken to block the sun's ultraviolet rays, the surface cells of the wood will begin to discolor to a weathered gray color. Although some may prefer this, others won't. If you want to maintain the natural wood color, you will need to not only clean/brighten your fence periodically, but also choose a water repellent finish with an ultraviolet stabilizer. The stabilizer will not prevent eventual discoloration, but will slow down the process. Periodic reapplication of a UV stabilizer will help in this effort over an extended period of time.



To effectively combat these maintenance concerns, it will be up to you to follow a preventative maintenance plan.

Your maintenance efforts will give you a fence that will look bright and fresh for years to come!

INITIAL MAINTENANCE

1. Start by cleaning your fence with a cleaner/brightener that contains a mildewcide. Because your fence is new, this step is truly preventative.
2. Next, apply a topical sealant for surface protection.

Do not use a conventional multi-coat paint system or varnish. The performance is nearly always disappointing, and repainting often has to be preceded by scraping and sanding. Instead, choose either a pigmented or clear outdoor wood sealer. Unlike true paints, these sealers allow moisture vapor to leave the wood slowly after the coating has been applied. For that reason, either can be applied as soon as the surface no longer looks wet. Your choice of sealer should include not only a water repellent but also a UV stabilizer to slow the discoloration process. You may want to cover or protect surrounding plants before applying a sealant. Be sure to follow the manufacturer's instructions.

FIRST YEAR MAINTENANCE

1. Reapply cleaner/brightener as described in initial maintenance, as well as another application of your outdoor wood sealant. The topical water repellent and ultraviolet stabilizer will keep your fence looking fresh.
2. Complete your first year maintenance after 12 months.

FUTURE PERIODIC PREVENTATIVE MAINTENANCE

1. Depending on the location of your fence, with regard to direct sun exposure, foliage coverage, etc., it may be sufficient to clean/brighten and recoat every two years.
 2. If you decide to wait two or more years to perform your next cleaning/brightening, you may want to use a power washer. Be sure that the cleaner/brightener you use contains a mildewcide.
 3. After every cleaning, reapply an outdoor wood sealer that contains both a water repellent and ultraviolet stabilizer.
- *Remember, even consistent maintenance will not prevent the natural defects of wood from surfacing – but your efforts can minimize them.

BE SURE TO READ ENTIRE SHEET BEFORE SIGNING

PLEASE SIGN YOUR NAME TO VALIDATE THAT THIS INFORMATION SHEET WAS PRESENTED TO YOU BY YOUR INSTALLER

	12/10/2024
(Buyer's Signature)	Date
<i>Geoff Melton</i>	12/10/2024
(Installation Supervisor)	Date

Superior Fence & Rail Contact Information:

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